ORDINANCE NO. 2025-4519

ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE 2023 SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND PRESCIENT DEVELOPMENT, INC., d/b/a PRESCIENT SOLUTIONS FOR PROFESSIONAL IT SERVICES

WHEREAS, in 2023, the Corporate Authorities of the Village of Barrington, Cook and Lake Counties, Illinois (the "Village") entered into a certain Service Agreement with Prescient Development, Inc. d/b/a Prescient Solutions (hereinafter referred to as "Prescient Solutions") for the provision of professional IT services to the Village (the "2023 Service Agreement"), which 2023 Service Agreement assigns certain Prescient Solutions employee(s) to provide such IT services to the Village (the "IT Services"); and

WHEREAS, the Corporate Authorities of the Village have received a proposed amendment to the 2023 Service Agreement in the form of an "Attachment B – 1443, Attachment to Service Agreement" ("the Amendment to 2023 Service Agreement") from Prescient Solutions which replaces the existing Attachment B-1122 and provides the scope of services and costs thereof charged by Prescient Solutions for said IT services to the Village effective May 1, 2025 or after; and

WHEREAS, the Corporate Authorities have determined that the Village has been satisfied to date with the services received from Prescient Solutions and that it is necessary, advisable, and in the best interests of the Village and its residents to approve the proposed Amendment to 2023 Service Agreement between the Village and Prescient Solutions dated April 28, 2025 in substantially the form attached hereto as Exhibit A and thereby made a part hereof; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit, as follows that:

SECTION 1: That the Corporate Authorities of the Village find that the facts set forth in the recitals to this Ordinance are true and correct and are incorporated herein by reference as if fully set forth herein, and the same are hereby deemed to constitute the findings of the Corporate Authorities.

SECTION 2: The Corporate Authorities of the Village do hereby approve the proposed Amendment to 2023 Service Agreement dated April 28, 2025 with Prescient Solutions, a copy of which Amendment to 2023 Service Agreement is attached hereto as Exhibit A and thereby made a part hereof. Pursuant to Section 1-6A-6 of the Barrington Village Code, the Corporate Authorities also hereby waive any and all requirements for competitive bidding or alternative proposals as may otherwise be required by law or by ordinance with respect to its continued engagement of Prescient Solutions as aforesaid.

SECTION 3: The Corporate Authorities hereby authorize the Village Treasurer to execute the Amendment to 2023 Service Agreement dated April 28, 2025 received from Prescient Solutions and to deliver to Prescient Solutions an executed copy of said Amendment to 2023 Service Agreement, in substantially the form attached hereto as Exhibit A and thereby made a part hereof.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 12th DAY OF May, 2025 BY ROLL CALL VOTE AS FOLLOWS:

AYES Trustees Lohmeyer, Sholeen, Wondrasek, Duncan, Moran, Prigge and President Darch

NAYS NONE

ABSENT NONE

ABSTAIN NONE

APPROVED THIS 12th DAY OF May, 2025

Karen Darch, Village President

ATTESTED AND FILED THIS
12th DAY OF May, 2025

Tony Ciganek, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

EXHIBIT A

AMENDMENT TO 2023 SERVICE AGREEMENT DATED APRIL 28, 2025

Attachment B - 1443

Attachment to Services Agreement

In accordance with the Services Agreement (the "Agreement"), effective July 24, 2023, and signed between **Prescient Development, Inc.**, an Illinois corporation transacting business under the assumed name Prescient Solutions ("Prescient"), with its principal offices and business at 1834 Walden Office Square, Fifth Floor, Schaumburg, IL 60173 and Village of Barrington, an Illinois Municipality ("Client"), with a place of business at 200 S. Hough Street, Barrington, IL 60010, this Attachment B - 1443 is an integral part thereof and shall replace Attachment B - 1122 signed August 22, 2023.

Client Information

Based upon information provided by Village of Barrington, Prescient defined the Client Information. This information includes but is not limited to the number of internal or third-party IT resources, hosted or cloud solutions, client locations, systems and infrastructure devices, workstations, and end users currently in the client environment. This information is documented in the Prescient Account Service Manual (ASM) and used to determine the required number and level of Onsite resources, Professional Services, Account Management, Emergency Services, Backend Resources, and Systems Monitoring. Client Information is then combined with the Scope of Work (SOW) to determine the cost of services.

Prescient and the client will review the Client Information at the Annual Contract Review to perform a reassessment of resources, changes to the Scope of Work, or addition of new projects. Any such changes may result in increased or decreased costs or the addition of project-based services.

Prescient Resources

Prescient will provide the following resources over the term of this Agreement.

Core Resources - Year 1 – 3

Resource Type	Number of Resources
Systems/Server Engineer	1

Helpdesk Engineer I	1*

*Estimated start date 05/19/2025

Additional Resources – Years 1 – 3

Remote Resource Type	Number of Resources
Prescient Backend Core Engineer Support	Incl.
Prescient Strategic Services Professionals	Incl.

Unless otherwise agreed upon by Prescient and Village of Barrington, all day-to-day support is to be accomplished onsite Monday through Friday during regular business hours, typically between the hours of 7AM – 6PM local time, with the exception of Paid Time Off (PTO) & Prescient observed holidays. Outsourcing on a fixed bid basis includes 24 x 7 emergency network support by a resource defined above at no extra charge. All additional projects, tasks, or onsite resources outside the scope of the Agreement and this Attachment B will be completed on an hourly basis or bid to Village of Barrington on a per project basis.

Additional Resource Rate Structure

At the request of Village of Barrington, Prescient may provide additional resources outside the scope of this Agreement to Village of Barrington for non-project based short-term tasks. Prescient will provide these tasks to Village of Barrington based on the following Time and Material rates.

Resource Type	Time and Material Rate
Network Administrator	$125.00 per Hour
Senior Network/Server Engineer	$150.00 per Hour
WAN/Firewall/Security Engineer	$175.00 per Hour

Prescient will review long-term services and tasks or specific projects and propose them on a per-project basis.

Agreement Reviews

Village of Barrington and Prescient Development will schedule and perform the following Agreement reviews:

- Strategic Plan Review
- Semi-Annual Task List Review
- List all Current Tasks and their Status
- Define New Tasks and Priorities
- Annual Contract Review

Agreement Dates and Payment Schedule

The Agreement to perform ongoing services will run over a forty (40) month contract period. Services under this Agreement shall go from September 1, 2023, through December 31, 2026. Monthly payments will be made to Prescient at the beginning of each month for services to be provided during the month.

Years 2, 3 and 4 of the contract will follow the above referenced payment schedule based upon the defined resources. By agreement of the parties, the contract provides for an annual professional services fee (PSF) adjustment increase of at least 3% and not to exceed 5% and to be mutually agreed upon between Prescient and Village of Barrington. The professional services fee adjustment acknowledges the Information Technology resource market conditions and local cost of living conditions. An Annual Contract Review will take place at least 90 days prior to the contract anniversary date. No PSF shall be attributable to the Helpdesk I resource until September 1, 2026.

Village of Barrington shall have the option to extend the Services Agreement for an additional three (3) year period. The additional Services term shall be on the same terms and conditions as the original Services Term other than pricing. In the event Village of Barrington elects to exercise its option for the Additional Term, it shall provide written notice to Prescient no less than one hundred eighty (180) days before the expiration of the Services Term.

After January 1, 2024, the Village of Barrington shall have the option to reduce one of the resources from one full-time resource (FTE) to one part-time resource (PTE). The PTE may be either three days per week or four days per week. Village of Barrington shall give Prescient thirty (30) days' notice of the resource reduction.

If the option to reduce the resource level is exercised:

Three-day per week pricing will be $9,500.00 monthly or $114,000.00 annually for one PTE resource.

Four-day per week pricing will be $12,500.00 monthly or $150,000.00 annually for one PTE resource.

Full-Time Resource
Five-days per week resource

Description	Price	Quantity	Amount
Monthly Recurring **Systems/Server Engineer** Prescient Solutions assigned Systems/Server Engineer services. 	$15,965.00 Each	1	$15,965.00
Monthly Recurring **Helpdesk Engineer I**	$13,202.00	1	$13,202.00

Prescient Solutions assigned Helpdesk Engineer services.	Each

Monthly	$29,167.00
Tax	$0.00
Total	$29,167.00

Scope of Work (*Changes to Scope of Work will be mutually agreed upon*)

Project Details / In-scope

The following is considered in-scope.

A. Professional Service

- Strategic Oversight
- Account Relationship Management (ARM)
- Project/Milestone Timeline Management
- Staffing/Personnel Review
- Strategic Planning and Collaboration
- Industry Best Practices
- Technology Roadmap
- Industry Specific Expertise
- Account Management
- Site Engineer Management
- IT Purchasing/Vendor Management
- Project Requirements
- Obtain Proposals
- Support Contract Management
- Client Advocate
- Project Management
- Planning and Implementation
- Status Reporting
- Recurring On-Site Customer Communications
- Professional Services
- Level 3 Senior Systems Engineer Support

- 24/7/365 Emergency Service Restoration
- Refer to attached Management Escalation Communication Processes (MECP)

B. Run and Maintain Services

- Network Infrastructure and Server Maintenance
- Manage Firewalls, Switches, Access Points and Routers
- Operating Systems
- Firmware
- Patch Management
- Manage Servers
- Operating System
- Firmware
- Patch Management
- Standardize System Backups
- Hosted Solutions
- Monitoring and Notifications
- Datacenter Environment
- Server Infrastructure
- Network Infrastructure
- Helpdesk Services
- Desktop Infrastructure Support
- User Administration
- Add, Change and Delete Accounts
- Security and Authentication
- Remote Access
- Mobile Devices
- Management of Ticketing Solution
- Inventory Management

C. Systems Documentation and Knowledge Management

- Account Services Manual (ASM)
- Management Escalation Communication Processes (MECP)
- Service Prioritization
- Infrastructure Documentation
- Diagrams
- Inventory
- Device Configurations
- How-To Documentation
- Backups and Recovery
- Vendor and Support information
- Client Reviews

D. Village Board Meetings

- Prescient will be the primary resource for managing the recording and streaming of Village Board meetings occurring up to twice a month after normal business hours. Equipment, technology, training, and instructions will be provided by the recording equipment vendor, and the Village will have resources trained to facilitate the streaming in the event both Prescient resources are unavailable.

Project Out of Scope:
Any item not mentioned in above task list is considered to be out of scope.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

Village of Barrington

an Illinois Municipality

Scott Anderson

(Scott Anderson)

Name: Scott Anderson

Title: Village Manager

Prescient Development Inc.

an Illinois Corporation

PGreco Jr.

(Phil Greco)

Name: Phil Greco

Title: CFO

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an Illinois Municipality

(Scott Anderson)

Name: Scott Anderson

Title: Village Manager

Prescient Development Inc.

an Illinois Corporation

(Phil Greco)

Name: Phil Greco

Title: CFO